



Wiley Rein & Fielding LLP

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November 5, 2002

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VIA HAND DELIVERY

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
236 Massachusetts Ave., N.E
Suite 110
Washington, D.C. 20002

Re: **Notice of *Ex Parte* Presentation**
Verizon Emergency Petition- WC Docket No. 02-202
Policies and Rules Concerning Unauthorized Changes of Consumers
Long Distance Carriers - CC Docket No. 94-129

Dear Ms. Donch:

Pursuant to Section 1.1206(b) of the Commission's rules, two copies of this notice and enclosures are being submitted to the Secretary¹ for filing in WC Docket No. 02-202. Two copies are also being filed in CC Docket No. 94-129. On Monday, November 4, 2002, R. Michael Senkowski, Robert J. Butler and H. Jason Cold of Wiley Rein & Fielding LLP; Mike Skrivan, Vice-president - Revenues, Madison River Telephone Company, LLC, and Grant Spellmeyer, Regulatory & Corporate Counsel, TDS Telecommunications Corporation, on behalf of the Mid-Size Carrier Group ("MSCG"), met with Jeffrey Carlisle, Senior Deputy Bureau Chief of the Wireline Competition Bureau; Gregory A. Cooke, Deputy Chief of the Competitive Policy Division of the Wireline Competition Bureau; Judith A. Nitsch, Assistant Division Chief of Pricing Policy Division of the Wireline Competition Bureau; Tammara Preiss, Chief of Pricing Policy Division of the Wireline Competition Bureau; K. Michele Walters, Chief Policy Division of the Consumer and Governmental Affairs Bureau; and Nancy Stevenson, Attorney Advisor of the Consumer and Governmental Affairs.

The purpose of the presentation was to discuss the attached tariff language in connection with the MSCG's proposal for a Seamless Transition Customer Protection Plan, as explained in their Comments and Reply Comments in WC Docket No. 02-202.

¹ 47 C.F.R. §1.1206(b) (2001)

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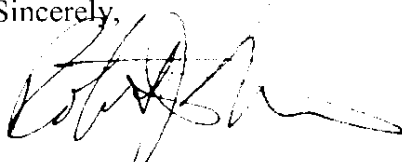
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Ms. Marlene H. Dortch
November 5, 2002
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If you have any questions concerning the above, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Butler", with a long horizontal flourish extending to the right.

Robert J. Butler

Enclosure

ACCESS SERVICE

2. General Regulations

2.W. Undertaking of the Telephone Company

2.W.X. Discontinuance and Refusal of Service

(A) [Existing]

(B) [Unless the provisions of _____ apply,] the Telephone Company may discontinue the provision of switched access services as set forth below if the Customer fails *to* comply with the provisions of 2.Y.Z. including, without limitation, failure *to* make any payments required by the dates or at the times as herein specified, and fails to fully cure such noncompliance within the applicable time periods herein specified. In the case of a monetary default, a full cure of such non-compliance shall only be by way of payment in full of all outstanding amounts due hereunder, adequate assurances of any cure or compliance being insufficient to satisfy any cure required hereunder.

(1) Prior to or concurrently with discontinuing service under 2.W.X(B), the Telephone Company will take the following actions:

(a) The Telephone Company and the Customer will jointly send Customer's long distance toll end users individual written notice by U.S. Mail, postage prepaid, of the discontinuance of service to Customer and the migration of end users' long distance toll services to a transition long distance toll provider. The notice will identify the timing of the migration and the terms and conditions of the transition period and the service to be provided by the Telephone Company and/or the transition long distance toll provider as specified herein. Sections 2.W.X.(B)(1)(b) and 2.W.X.(B)(1)(c) shall apply and remain operative notwithstanding the failure of the Customer to cooperate or provide the notices required under this section 2.W.X.(1)(a).

(b) The Telephone Company will implement Primary Interexchange Carrier (PIC) changes to designate the transition long distance toll provider as the Primary Interexchange Carrier for all of Customer's long distance toll end users and will waive all PIC charges that would otherwise apply to such redesignation as described in [PIC change provisions].

- (c) The Telephone Company will ensure that, for a transition period not to exceed thirty (30) days, the Customer's end users are enrolled in the transition long distance toll provider's long distance toll rate plan for migrated end users at a flat per minute rate level not to exceed 7 cents per minute with no monthly fixed fee or minimum charge. All other terms and conditions of long distance toll service shall be as specified in the transition long distance toll provider's public service guide.
- (2) Customer will cooperate with the Telephone Company in effecting the migration of its long distance toll end users to the transition long distance toll provider selected by the Telephone Company and in providing notice of the migration to those end users as specified herein. Sections 2.W.X.(B)(2) through 2.W.X.(B)(7) inclusive shall apply and remain operative notwithstanding the failure of the Customer to cooperate or provide the notices required under this section 2.W.X.(B)(2).
- (3) A migrated long distance toll end user will be permitted to remain in the long distance toll rate plan specified in (1)(c) above for a transition period not to exceed thirty (30) days following the redesignation of that end user's PIC to the transition long distance toll provider. At any time during that thirty (30) day transition period, such end user may request that the transition long distance toll provider or any other available carrier be designated as its PIC and any PIC change charge that would otherwise apply to such redesignation will be waived. The end user is responsible for making all service arrangements with its designated PIC. In the event any end user fails to affirmatively designate a PIC within the thirty (30) day transition period, on the thirty-first (31st) day after the migration the rate plan for migrated end users will no longer be available to those end users and the Telephone Company will cause those end users to be placed in the least cost general public rate plan available from the transition long distance toll provider for which those end users satisfy all eligibility requirements.
- (4) If the Telephone Company discontinues service, it will also refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying Customer.
- (5) If the Telephone Company discontinues service, it will no longer route any switched access traffic that uses the Customer's Carrier Identification Code(s) (CIC). The Telephone Company may also refuse to accept and process any requests from end users or from

the Customer to designate that Customer as an end user's Primary Interexchange Carrier.

- (6) In the case of discontinuance as specified herein, all applicable charges, including, without limitation, termination charges, will immediately become due and owing.
- (7) When access service is provided by more than one telephone company, the companies involved in providing the joint service may individually or collectively deny service to a Customer as specified in their respective tariffs. Where the telephone companies affected by the cause for discontinuance are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other companies will, if feasible utilizing then current technology, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the telephone companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the telephone company where the Customer and office is located shall take precedence and prevail for purposes of determining joint service discontinuance provisions. Where one joint provider refuses to participate in the discontinuance, the other joint provider may take any and all actions authorized by law or regulation to effectuate the discontinuance.

* * *

2.Y. Payment Arrangements and Credit Allowances

2.Y.Z. Payment of Charges and Deposits

(A)-(?) [Existing]

(Q) All invoices, bills, or other documents evidencing charges to a Customer who is a debtor or an alleged debtor under any provision of Title 11 of the United States Code or similar state or foreign insolvency proceedings are due when rendered and payable within 15 days. All such invoices, bills, or other documents evidencing charges are considered past due 16 days after the date appearing on the bill.

- (1) The Telephone Company will send notice of nonpayment to Customer via facsimile or electronic delivery [or such other means as authorized by a Bankruptcy Court] to the person designated by Customer to receive such a notice of noncompliance in the event payment is not received within the time period as specified in 2.Y.Z.(Q). In the event Customer does not remit payment in immediately available funds within 3 days or such longer period as specified by the Bankruptcy Court after notice to Customer as specified herein, the Telephone Company may discontinue service as specified in 2.W.X.(B).
- (2) In the event that the Telephone Company has not rendered a decision on any bill that the Customer has disputed in good faith [list existing tariff section for initiating a billing dispute] and has not made timely payment as required hereunder as a result of such bona fide dispute, the Telephone Company will not initiate any of the actions described in (Q) and (1) above on the basis of such non-payment.
- (3) If Customer is a debtor or an alleged debtor under any provision of Title 11 of the United States Code or similar state or foreign insolvency proceedings, Customer will provide notice by U.S. mail, postage prepaid, to its long distance toll end users of the provisions of this section and 2.W.X(B) and advise them that the migration plan described therein may be implemented in the event Customer fails to comply with payment requirements applicable to its bills for switched access services after the commencement of a proceeding under any provision of Title 11 of the United States Code or similar state or foreign insolvency proceedings.